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RASIER, LLC; and RASIER-CA, LLC

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

MDL No. 3084 CRB

Judge: Honorable Charles Breyer

This Document Relates to:

C.O. v. Uber Technologies, Inc., et al.

Case No.: 3:24-cv-00136-CRB

DEFENDANTS' THIRD-PARTY COMPLAINT

Defendants and Third-Party Plaintiffs Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC (collectively, “Defendants” and “Third-Party Plaintiffs”) by and through their attorneys, bring this Third-Party Complaint pursuant to Federal Rule of Civil Procedure 14 and hereby allege the following against Razik Moussaoui (“Third-Party Defendant”):

UBER TECHNOLOGIES, INC., RASIER, LLC, AND RASIER-CA, LLC’s
THIRD-PARTY COMPLAINT

Case No. 3:24-cv-00136-CRB

GENERAL ALLEGATIONS

1
2 1. Defendant and Third-Party Plaintiff Uber Technologies, Inc. is a California corporation
3 that is registered with and conducts business within the State of California.

4 2. Defendant and Third-Party Plaintiff Rasier, LLC is a limited liability company that is
5 registered with and conducts business within the State of California.

6 3. Defendant and Third-Party Plaintiff Rasier-CA, LLC is a limited liability company that
7 is registered with and conducts business within the State of California.

8 4. Based on information and belief, Third-Party Defendant Razik Moussaoui is an
9 individual residing in Chicago, Illinois.
10

11 5. Third-Party Plaintiffs Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC are
12 Defendants in the above-entitled action wherein C.O. ("Plaintiff"), seeks damages for injuries allegedly
13 caused by Uber Technologies, Inc., Rasier, LLC, Rasier-CA, LLC and others, by way of Plaintiff's
14 Original Complaint and Jury Demand, filed on January 8, 2024, in the United States District Court for
15 the Northern District of California, San Francisco Division, Case No. 3:24-cv-00136-CRB, and
16 Plaintiff's Short-Form Complaint and Demand for Jury Trial, filed on April 8, 2024, in the United
17 States District Court for the Northern District of California, San Francisco Division, Case No. 3:24-cv-
18 00136-CRB, which incorporates by reference the allegations made in the Master Long-Form Complaint
19 filed on February 15, 2024, in the United States District Court for the Northern District of California,
20 San Francisco Division, Case No. 3:23-md-03084-CRB (collectively, the "Complaint"). Third-Party
21 Plaintiffs incorporate the Complaint herein for reference, and deny any fault or liability for causing
22 Plaintiff's alleged injuries or damages.
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25 6. By way of the Complaint, Plaintiff seeks damages arising from an alleged sexual assault
26 that purportedly occurred in Chicago, Illinois.
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12. Third-Party Defendant entered into multiple written agreements with Third-Party Plaintiffs. Those agreements outline the respective rights and responsibilities relating to Third-Party Defendant's use of the Uber App. Of particular relevance here, Third-Party Defendant agreed to indemnify and defend Third-Party Plaintiffs, including with respect to claims such as those asserted by Plaintiff in the underlying Complaint against Third-Party Plaintiffs. The circumstances that give rise to Third-Party Defendant's contractual duty to indemnify and defend are the subject of Plaintiff's Complaint against Third-Party Plaintiffs.

13. Third-Party Defendant entered into a Platform Access Agreement ("PAA") with Rasier, LLC on January 19, 2022. This PAA governed Third-Party Defendant's "access to [Third-Party Plaintiffs'] Platform . . . which facilitates [Third-Party Defendant's] provision of rideshare or peer-to-peer transportation service . . . to account holders seeking to access certain types of P2P Service" (**Exhibit A – Platform Access Agreement, updated Jan. 1, 2022, p. 1**). It further granted Third-Party Defendant "a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use our Platform" that was "[s]ubject to the terms and conditions of this Agreement." (*Id.* ¶ 2.1). The PAA required Third-Party Defendant, among other things, to comply with "all laws . . . that apply to [his] provision of Rides." (*Id.* ¶ 2.2).

14. In connection with the PAA, Third-Party Defendant also entered into an Indemnity Agreement with Rasier, LLC on January 7, 2020. The Indemnity Agreement provides:

To the maximum extent permitted by applicable law, you will indemnify, defend (at our option) and hold us and our affiliates and each of our and their respective officers, directors, employees, agents, or shareholders harmless from and against all claims, liabilities, expenses (including reasonable attorney's fees and related expenses), damages, penalties, fines, social security contributions and taxes ("*Losses*") asserted by a third party and arising out of or related to your breach or alleged breach of the Agreement or this Indemnity Agreement, your provision of Rides, your access to our Platform or your interaction with any third party.

(**Exhibit B—Indemnity Agreement, updated Jan. 6, 2020, ¶ 1.1**).

1 15. The PAA and the Indemnity Agreement provide that the law that governs the
2 agreements is the law of the state where Third-Party Defendant resided when he entered into the
3 agreements. (Ex. A, ¶ 12.7, Ex. B, ¶ 6). Based on information and belief, Third-Party Defendant
4 resided in Illinois.

5 16. Plaintiff's Complaint alleges, among other things, conduct entitling Plaintiff to
6 compensatory damages against Third-Party Plaintiffs. Specifically, Plaintiff's Complaint alleges that
7 on or about August 14, 2022, while Third-Party Defendant was providing her a ride using the Uber
8 App, Third-Party Defendant, upon arriving at Plaintiff's destination, "refused to let Plaintiff leave the
9 Vehicle until Plaintiff gave him her phone number and a kiss. As Plaintiff was exiting the Vehicle,
10 [Third-Party Defendant] grabbed and forcibly kissed Plaintiff. Plaintiff feared for her safety and
11 quickly entered her home. The next day, [Third-Party Defendant] texted Plaintiff and admitted to the
12 unwanted contact." (Pl.'s Compl. For Damages and Demand for Jury Trial, filed on January 8,
13 2024, United States District Court for the Northern District of California, San Francisco Division,
14 Case No. 3:24-cv-00136-CRB, ¶¶ 66-68; Pl.'s Short-Form Compl. And Demand for Jury Trial,
15 filed on April 8, 2024, United States District Court for the Northern District of California, San
16 Francisco Division, Case No. 3:24-cv-00136-CRB, ¶ C.1 ("The Plaintiff was sexually assaulted,
17 harassed, battered, or otherwise attacked by [Third-Party Defendant] in connection with a ride
18 facilitated on the Uber platform in Cook County, Illinois on August 14, 2022.")).
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20

21 17. The damages alleged by Plaintiff arise out of or relate to Third-Party Defendant's
22 alleged tortious or otherwise actionable conduct, which arises out of or relates to his breach of the PAA
23 and the Indemnity Agreement with Third-Party Plaintiffs, provision of rides, access to Third-Party
24 Plaintiffs' platform, and interaction with a third party.
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1 18. Third-Party Defendant's alleged tortious or otherwise actionable conduct is therefore
2 covered by the agreements to indemnify Third-Party Plaintiffs and gives rise to Third-Party
3 Defendant's contractual duty to indemnify and defend.

4 19. Third-Party Plaintiffs deny liability for the events and occurrences described in
5 Plaintiff's Complaint.

6 20. Third-Party Defendant's alleged tortious or otherwise actionable conduct was the direct
7 and proximate cause of the damages alleged by Plaintiff.

8 21. As a result, if Third-Party Plaintiffs are found in some manner liable to Plaintiff in this
9 action under any theory of recovery, Third-Party Plaintiffs allege that their liability would be based
10 solely upon a derivative form of liability not resulting from their conduct and, therefore, are entitled to
11 complete indemnity from Third-Party Defendant.

12 22. By reason of the foregoing, Third-Party Plaintiffs are entitled to be fully defended and
13 indemnified by Third-Party Defendant for any amounts which may in good faith be paid by way of
14 compromise, settlement, or judgment. Additionally, Third-Party Plaintiffs are entitled to all costs,
15 expenses, and attorneys' fees that Third-Party Plaintiffs incurred in the defense of the underlying action
16 brought by Plaintiff and the prosecution of this Third-Party Complaint.

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19 **SECOND CAUSE OF ACTION**

20 **(Implied Indemnity)**

21 23. Third-Party Plaintiffs incorporate herein each allegation set forth above. In the
22 alternative to Third-Party Plaintiffs' First Cause of Action, if the Court were to find that Third-Party
23 Plaintiffs are not entitled to express contractual indemnity from Third-Party Defendant, Third-Party
24 Plaintiffs allege that they are entitled to implied indemnity from Third-Party Defendant.

25 24. Plaintiff's Complaint alleges, among other things, that Third-Party Plaintiffs are
26 vicariously liable for Third-Party Defendant's conduct.
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1 25. Third-Party Plaintiffs deny any relationship giving rise to vicarious liability for Third-
2 Party Defendant's conduct.

3 26. If Third-Party Plaintiffs are held vicariously liable for Third-Party Defendant's conduct,
4 any such pretort relationship giving rise to vicarious liability also gives rise to implied indemnity under
5 Illinois law.

6 27. Third-Party Plaintiffs deny liability for the events and occurrences described in
7 Plaintiff's Complaint, and, if Plaintiff has been injured or damaged as alleged in the Complaint, any
8 such injuries or damages were directly and proximately caused and contributed to by the negligence or
9 other tortious conduct of Third-Party Defendant.
10

11 28. As a result, if Third-Party Plaintiffs are found in some manner liable to Plaintiff in this
12 action under any theory of recovery, Third-Party Plaintiffs allege that their liability would be based
13 solely upon a derivative form of liability not resulting from their conduct, and, therefore, are entitled
14 to complete indemnity from Third-Party Defendant.
15

16 29. Under the foregoing circumstances, Third-Party Plaintiffs are entitled to be fully
17 indemnified by Third-Party Defendant for any amounts which may in good faith be paid by way of
18 compromise, settlement, or judgment. Additionally, Third-Party Plaintiffs are entitled to all costs,
19 expenses, and attorneys' fees that Third-Party Plaintiffs incurred in the defense of the underlying action
20 brought by Plaintiff and the prosecution of this Third-Party Complaint.
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22 **THIRD CAUSE OF ACTION**

23 **(Contribution under 740 ILCS 100/2)**

24 30. Third-Party Plaintiffs incorporate herein each allegation set forth above.

25 31. If Plaintiff has been injured or damaged as alleged in the Complaint, any such injuries
26 or damages were directly and proximately caused and contributed to by the negligence or other tortious
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1 conduct of Third-Party Defendant, such that Third-Party Defendant is subject to liability in tort to
2 Plaintiff.

3 32. At the time of the incident alleged in the Complaint, there was in full force and effect in
4 the State of Illinois a statute entitled “Joint Tortfeasor Contribution Act.” 740 ILCS 100/0.01, *et. seq.*

5 33. The fault, acts, or omissions of Third-Party Plaintiffs, if any, must be compared with
6 the fault, acts, or omissions of Third-Party Defendant or any other persons or parties.

7 34. Moreover, any award of damages to Plaintiff pursuant to her claims in the Complaint
8 must be apportioned to, and be paid by, Third-Party Defendant according to the degree of Third-Party
9 Defendant’s fault, acts, or omissions.

10 35. Therefore, if Third-Party Plaintiffs are held liable to Plaintiff on any of the allegations
11 made in the Complaint, Third-Party Defendant is obligated to reimburse Third-Party Plaintiffs to the
12 extent of Third-Party Defendant’s pro rata share of common liability and will be liable to Third-Party
13 Plaintiffs for any liabilities so assessed by way of contribution. Accordingly, Third-Party Plaintiffs
14 assert herein their rights to such contribution pursuant to the Joint Tortfeasor Contribution
15 Act. Specifically, Third-Party Plaintiffs assert that Third-Party Defendant is obligated to provide an
16 equitable contribution to any judgment or settlement herein awarded in direct proportion to his pro rata
17 share of common liability.
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20 **FOURTH CAUSE OF ACTION**

21 **(Declaratory Relief)**

22 36. Third-Party Plaintiffs incorporate herein each allegation set forth above.

23 37. Without in any way acknowledging any liability to Plaintiff, Third-Party Plaintiffs
24 allege that, if Third-Party Plaintiffs are ultimately held liable in this action, such liability will be the
25 direct and proximate result of the negligent or otherwise actionable conduct of Third-Party
26 Defendant. As a result, Third-Party Plaintiffs allege that Third-Party Defendant is obligated to fully or
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1 partially indemnify Third-Party Plaintiffs for the sums that they may be compelled to pay as a result of
2 any damages, judgments, or other awards against Third-Party Plaintiffs in this action, if any, and to pay
3 Third-Party Plaintiffs' attorneys' fees and costs incurred in defending against the claims of Plaintiff in
4 this action and prosecuting the claims asserted by way of the Third-Party Complaint.

5 38. Third-Party Plaintiffs desire a judicial determination of the respective rights and duties
6 of Third-Party Plaintiffs and Third-Party Defendant with respect to the damages claimed in Plaintiff's
7 Complaint. In particular, Third-Party Plaintiffs desire a declaration of the respective liabilities of
8 Third-Party Plaintiffs and Third-Party Defendant for such damages, if any, and a declaration of Third-
9 Party Defendant's responsibilities to indemnify Third-Party Plaintiffs and to hold them harmless from
10 any sums that they may be compelled to pay, and for the attorneys' fees and costs Third-Party Plaintiffs
11 have already incurred and will incur in defending against Plaintiff's claims and prosecuting the claims
12 asserted by way of the Third-Party Complaint.
13

14 39. Such a declaration is necessary and appropriate at this time to enable Third-Party
15 Plaintiffs to ascertain their rights and duties with respect to the defense of this action and the payment
16 of any damages, judgment, or other awards that may be recovered against them by
17 Plaintiff. Furthermore, the claims of Plaintiff and the claims of Third-Party Plaintiffs arise out of the
18 same transaction and occurrence, and a determination of both in one proceeding is necessary and
19 appropriate to avoid the multiplicity of actions that would result if Third-Party Plaintiffs are required
20 to defend against the claims of Plaintiff in the Complaint and then bring a subsequent action against
21 Third-Party Defendant for indemnification and contribution of sums that Third-Party Plaintiffs may be
22 compelled to pay as a result of any damages, judgments, or other awards recovered by Plaintiff against
23 Third-Party Plaintiffs, if any.
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26 **PRAYER**

27 Wherefore, Third-Party Plaintiffs respectfully pray for the following judgment:
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1 1. For judgment against Third-Party Defendant on the First Cause of Action, awarding
2 Third-Party Plaintiffs total contractual indemnity for any amounts which may in good faith be paid by
3 Third-Party Plaintiffs to Plaintiff by way of compromise, settlement, or judgment;

4 2. For judgment against Third-Party Defendant on the Second Cause of Action, awarding
5 Third-Party Plaintiffs complete indemnity for any sum Third-Party Plaintiffs must pay to Plaintiff;

6 3. For judgment against Third-Party Defendant on the Third Cause of Action, in the form
7 of contribution based on Third-Party Defendant's pro rata share of liability of any sums adjudged
8 against Third-Party Plaintiffs, if any, in favor of Plaintiff herein;

9 4. For a judicial determination on the Fourth Cause of Action of the responsibilities of
10 Third-Party Defendant to fully or partially indemnify and hold Third-Party Plaintiffs harmless from
11 any damages, judgment, or other awards that may be recovered against Third-Party Plaintiffs by
12 Plaintiff on the Complaint pursuant to principles of indemnity or contribution;

13 5. For any other equitable decree or order required to apportion liability and damages, and
14 ensure Third-Party Defendant reimburses Third-Party Plaintiffs for any payments they make to Plaintiff
15 in excess of Third-Party Plaintiffs' proportionate share of fault, if any;

16 6. That Third-Party Plaintiffs be awarded their attorneys' fees and costs incurred in this
17 action to the extent permitted by law; and

18 7. For any and such further relief as the Court may determine is just and proper.
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21

22 DATED: December 18, 2024

Respectfully submitted,

23
24 **SHOOK HARDY & BACON L.L.P.**

25 By: /s/ Maria Salcedo

26 MARIA SALCEDO

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